

**AMENDED AND RESTATED
REVOCABLE LICENSE**

THIS REVOCABLE LICENSE is entered into this ____ day of _____,
2021 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal
corporation, 100 North Andrews Avenue, Fort Lauderdale, FL
33301, (hereinafter, “CITY”)

-and-

WATER TAXI OF FORT LAUDERDALE, LLC, a Florida
limited liability corporation, whose address is 413 S.W. 3rd Avenue,
Fort Lauderdale, FL 33315, (hereinafter, “LICENSEE” or “WATER
TAXI”)

RECITALS:

This Amended and Restated Revocable License shall be known as the “2021 Revocable License.”

Pursuant to City Code Section 8-146.1, WATER TAXI has been granted a permit by CITY to operate water taxis upon the waters within the City of Fort Lauderdale, as part of the City’s multi-modal transportation network.

Pursuant to City Code Section 8-146.1, CITY establishes water taxi stops to enhance the operation of lawfully permitted water taxi services as an alternative mode of the City’s transportation network within the CITY and a component of the City’s public mass transit facilities.

CITY and LICENSEE are desirous of maintaining LICENSEE’S continued operation and maintenance of a water taxi stop or water taxi landing on the West side of the Intracoastal Waterway (“ICW”) beneath the S.E. 17th Causeway Bridge (a/k/a, E. Clay Shaw Bridge) (“Bridge”) which includes an ADA-compliant gangplank of approximately thirty feet connecting the seawall to a floating dock which will be moored in the Intracoastal Waterway as a “spud barge” for the purpose of allowing passengers to embark and disembark at that location (“17th Street Causeway Landing”) and avail themselves of the waterways of the CITY as an alternative to the road-based transportation system.

LICENSEE is desirous of operating and maintaining the 17th Street Causeway Landing as a major linkage to the various waterfront venues as it is in close proximity to not only the Broward County Convention Center venue, Riverwalk, including (a) a water taxi stop at the FDOT U.S. 1 Tunnel and (b) connectivity to water trolley services providing free transportation service from one side of New River to the other side of New River from Riverwalk North to South New River Drive and the South side of New River,

Bahia Mar, Pier 66, Las Olas Marina, Birch State Park, Shooters and various other venues along the Intracoastal Waterway.

Establishment and continued operation of a water taxi stop at the 17th Street Causeway Landing serves a valid municipal purpose.

The 17th Street Causeway Landing at the seawall cap is the subject of an Airspace Agreement, dated 11/22/2016 and Airspace Agreement Addendum (collectively “2016 Airspace Agreement”) which created a leasehold agreement between FDOT, as Lessor and the CITY, as Lessee for “*use of 42 linear feet of seawall to access a City-owned dock used by the Water Taxi or other similar service.*” The 2016 Airspace Agreement had a term beginning 11/22/2016 and ending 11/23/21. Pursuant to that 2016 Airspace Agreement CITY was obligated to pay to FDOT lease payments of \$10,100.00 per annum, for the term 11/22/16 through 11/23/2021, which, pursuant to the Revocable License between CITY and WATER TAXI, dated 08/16/2016 (“2016 Revocable License”) became the obligation of LICENSEE to pay to CITY, together with any other governmental charges imposed on the CITY by virtue of the license granted to LICENSEE for the use, operation and maintenance of the 17th Street Causeway Landing.

FDOT has proposed a Use and Occupancy Agreement and Addendum thereto (“2021 Use & Occupancy Agreement”) creating a leasehold agreement between the CITY and FDOT respecting the 17th Street Causeway Landing for a term beginning 11/23/21 and ending 11/22/2026 with annual lease payments by the CITY to FDOT of \$12,300.00, for “*use of 42 linear feet of seawall to access a City-owned dock used by water taxi or other similar service.*” Pursuant thereto CITY and LICENSEE are desirous of entering this 2021 Revocable License whereby CITY grants a revocable license to LICENSEE for the use, operation, and maintenance of the 17th Street Causeway Landing for the term 11/23/21 through 11/22/2026 and through which LICENSEE is obligated to pay to CITY the annual lease payment of \$12,300.00.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which the parties do hereby stipulate and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. **Definitions.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

Bridge Underdeck Area means that area described in the 2021 Use & Occupancy Agreement between the CITY and FDOT relative to the area under the vehicular travel lanes on the Bridge and includes the 42 linear feet of seawall cap adjoining the Intracoastal Waterway beneath the Bridge.

Bridge means the S.E. 17th Street Causeway Bridge (a/k/a E. Clay Shaw Bridge) located in the City of Fort Lauderdale.

Day(s). In computing any period of time expressed in day(s) in this 2021 Revocable License, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Effective Date means the effective date of this 2021 Revocable License, which shall be 11/23/2021, subject to execution of the 2021 Revocable License by both LICENSEE and CITY pursuant to City Commission authorization.

FDOT means the State of Florida, Department of Transportation.

ICW means the Intracoastal Waterway located within the corporate limits of the City of Fort Lauderdale.

License means a revocable license granted to LICENSEE by CITY pursuant to this 2021 Revocable License and in conjunction with the 2021 Use & Occupancy Agreement for the term 11/23/21 through 11/22/2026.

License Area means approximately 800 square feet of FDOT sovereign submerged bottom lands upon and over which the floating dock ("spud barge") and 30-foot-long ADA compliant gangway for the 17th Street Causeway Landing is located, together with those 42 linear feet along the seawall cap adjoining the ICW beneath the Bridge utilized in conjunction with the operation, maintenance, repair and reconstruction from time to time of the Project, a Sketch & Description of which is attached hereto as Exhibit "A."

License Term shall be for the period 11/23/21 through 11/22/26, unless terminated or revoked sooner pursuant to the terms of the 2021 Revocable License.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

Project means the operation, use, maintenance, repair and reconstruction from time to time of the 17th Street Causeway Landing within the License Area to be used as a water taxi stop for LICENSEE for the embarking and disembarking of passengers of the

water taxi. The term *Project* include the payment by LICENSEE to CITY of the lease payments of \$12,300.00 per annum owed by CITY to FDOT and also includes the ongoing obligation of maintenance and repair of the License Area, including reconstruction of Project improvements from time to time as well as the assumption and performance of all terms and conditions of this 2021 Revocable License. The term *Project* includes any portion thereof. The term *Project* shall also include the short-term berthing of water taxis at the floating dock for the purpose of allowing water taxi passengers to embark and disembark.

17th Street Causeway Landing means the License Area consisting of the floating dock (spud barge) affixed to and floating above approximately 800 square feet of FDOT's sovereign submerged bottom lands within the ICW beneath the West side of the Bridge, including the 30-foot ADA compliant gangway affixed to the 42 linear feet along the seawall cap adjoining the ICW beneath the Bridge, utilized in conjunction with the operation, maintenance, repair and reconstruction, from time to time, of the Project.

3. License. CITY, while remaining solely responsible to FDOT under the 2021 Use & Occupancy Agreement, hereby grants a Revocable License to LICENSEE for the operation, use, maintenance, repair and reconstruction, from time to time of the 17th Street Causeway Landing, subject to the terms and conditions of the applicable 2021 Use & Occupancy Agreement. As LICENSEE under this 2021 Revocable License, LICENSEE shall be subject to and abide by all permits and approvals to the extent applicable, which such permits and approvals may include, but are not necessarily limited to:

- (a) Army Corps of Engineers approval
- (b) Coast Guard approval
- (c) Florida Department of Environmental Regulation
- (d) Broward County Environmental Protection Department
- (e) Department of Homeland Security
- (f) Approval of Hurricane Plan by FDOT
- (g) Approval of fire suppression system by FDOT
- (h) Building Permits from the CITY
- (I) Engineering Permits from the CITY
- (j) Compliance with all other terms and conditions of the FDOT General Use Permit

3.1. Limitations on Project. Operation and use of the Project shall be limited as follows:

- (a) LICENSEE'S water taxi vessels are to be berthed at the 17th Street Causeway Landing only for the purpose of allowing passengers to embark and disembark to or from the water taxi. Such vessels may not be moored any longer than is necessary to carry out the purpose and scope of the Project.

- (b) There shall be no repairs of vessels berthed at the 17th Street Causeway Landing, except as may be needed for emergency purposes.
- (c) There shall be no fueling of vessels at the 17th Street Causeway Landing.
- (d) There shall be no storage of fuel within the License Area.
- (e) Any other limitations imposed by any governmental regulatory agency with jurisdiction over the Project.
- (f) The License Area shall not be utilized for any of the following: no mechanical repairs; no fueling of vessels; no storage of fuel; no storage of drums or any containers pertaining to the supply, repair or refueling of any LICENSEE'S water taxi vessels.

3.2. **Security.** Before commencement of operations from the 17th Street Causeway Landing, LICENSEE shall submit for review and approval by the CITY'S Police Department a Security Plan concerning Project operations during the term of this 2021 Revocable License. LICENSEE shall utilize off-duty CITY police officers for security within the License Area during any of the annual Boat Shows as required by the CITY'S Police Department, as circumstances warrant, as determined in the discretion of the CITY'S Police Department.

4. Acceptance of Grant of License. LICENSEE hereby accepts from CITY, CITY'S grant of a license to operate, use, maintain and repair the 17th Street Causeway Landing pursuant to this 2021 Revocable License and agrees to abide by all the terms and conditions set forth herein and acknowledges that it is not accepting an assignment of the CITY's leasehold interest under the 2021 Use & Occupancy Agreement with FDOT.

5. Payment of fees to CITY.

5.1 In accepting the CITY'S 2021 Revocable License herein, LICENSEE agrees to pay to CITY, on or before the Effective Date hereof and each year thereafter on the anniversary date of the 2021 Use & Occupancy Agreement the amount CITY is obligated to pay to FDOT under the 2021 Use & Occupancy Agreement, as same may be amended from time to time, the annual lease payment of \$12,300.00, plus applicable sale tax. The 2021 Use & Occupancy Agreement between CITY and FDOT requires CITY to pay to FDOT, on or before the first day

of each rent prepayment period, annual rent in the amount of \$12,300.00, plus applicable sales tax.

5.2 Pursuant to the terms of the 2021 Use & Occupancy Agreement, in the event the 2016 Use & Occupancy Agreement or the 2021 Use & Occupancy Agreement is terminated, any unearned rent and sales tax payment that is refunded by FDOT to the CITY shall be refunded in kind to LICENSEE. However, no such refund shall be made where termination of the 2021 Use & Occupancy Agreement is due to CITY's violation of a term or condition of that 2016 Use & Occupancy Agreement or 2021 Use & Occupancy Agreement.

5.3 In the event CITY is charged with the payment of consideration to any other governmental entity with jurisdiction over use, operation, location, maintained, repair or reconstruction, from time to time, of the 17th Street Causeway Landing, LICENSEE agrees to pay to CITY such additional charges imposed by such other governmental entity.

5.4 Except as to the provisions of Sections 5.3, 6, 7.1 (a) & (b), 14, 15, 17 and damages for material breach of this 2021 Revocable License, under no other circumstances shall LICENSEE be obligated to pay more to CITY than CITY's obligations to pay FDOT or other governmental entities referenced in paragraphs 5.1 and 5.2 above.

6. Indemnification. LICENSEE hereby agrees to protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents as well as FDOT, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree ("claims") arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under this 2021 Revocable License and for the operation, maintenance and repair of the Project including, for the breach or default by LICNESEE of any covenant or provision of this 2021 Revocable License or any covenant, term or condition of any permit required hereunder by any governmental agency having jurisdiction over Project, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents or employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property or personal injury defects in construction, operation, use, maintenance, repair of the rehabilitation or restoration of the Project, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is hereby included in the indemnity. LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend

not only itself but also the CITY and FDOT in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY or FDOT, provided that the CITY (exercisable by the CITY's Risk Manager) or FDOT shall retain the right to select counsel of its own choosing.

7. Insurance. As a condition precedent to the effectiveness of this 2021 Revocable License, during the term of hereof and during any renewal or extension term of this 2021 Revocable License, LICENSEE, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of LICENSEE. LICENSEE shall provide the CITY a certificate of insurance evidencing such coverage. LICENSEE's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by LICENSEE shall not be interpreted as limiting LICENSEE's liability and obligations under this 2021 Revocable License. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by LICENSEE for assessing the extent or determining appropriate types and limits of coverage to protect LICENSEE against any loss exposures, whether as a result of this 2021 Revocable License or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LICENSEE under this 2021 Revocable License.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by

or on behalf of LICENSEE. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Watercraft Liability

Coverage must be afforded in an amount not less than \$5,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of LICENSEE must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

LICENSEE waives, and LICENSEE shall ensure that the LICENSE's insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

LICENSEE must be in compliance with all applicable Florida and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. LICENSEE shall provide CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of the Project contemplated in this Agreement.
- b. LICENSEE shall provide to CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of LICENSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event this 2021 Revocable License term or any surviving obligation of LICENSEE following expiration or early termination of this 2021 Revocable License goes beyond the expiration date of the insurance policy, LICENSEE shall provide CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CITY reserves the right

to suspend this 2021 Revocable License, and the right to utilize the License Area until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of this Agreement.
- f. CITY shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. CITY shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

LICENSEE has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding CITY as an Additional Insured shall be at LICENSEE's expense.

If LICENSEE's primary insurance policy/policies do not meet the minimum requirements, as set forth in this 2021 Revocable License, LICENSEE may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

LICENSEE's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by LICENSEE that excludes coverage required in this 2021 Revocable License shall be deemed unacceptable and shall be considered material breach of this 2021 Revocable License.

All required insurance policies must be maintained until this 2021 Revocable License is terminated or expires. Any lapse in coverage shall be considered material breach of the 2021 Revocable License. In addition, LICENSEE must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration or termination of this 2021 Revocable License. CITY reserves the right to review, at any time, coverage forms and limits of LICENSEE's insurance policies.

LICENSEE shall provide notice of any and all claims, accidents, and any other occurrences associated with this 2021 Revocable License to LICENSEE's insurance company or companies and the CITY's Risk Management office, as soon as practical.

It is LICENSEE's responsibility to ensure that any and all of LICENSEE's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of LICENSEE.

7.1 Insurance required by 2021 Use & Occupancy Agreement.

(a) LICENSEE is required to maintain at all times during the term of the 2021 Use & Occupancy Agreement commercial general liability insurance protecting FDOT, the United States Department of Transportation, Federal Highway Administration ("FHWA") and CITY against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of LICENSEE, their employees, agents, contractors, customers licensees and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars (\$1,000,000.00) combined coverage for property damage and bodily injury or death to any one person or any number of persons in any one occurrence, and combined coverage of not less than two million dollars (\$2,000,000.00) in the aggregate. All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless FDOT is given at least sixty (60) days prior written notice of such cancellation or modification.

(b) LICENSEE shall maintain and provide, upon request by FDOT, certificates showing such insurance to be in place and showing FDOT, FHWA and CITY as additional insureds under the policies. FDOT may require the amount of any commercial general liability insurance to be maintained by LICENSEE be increased so that the amount thereof adequately protects FDOT'S interest.

8. License. CITY grants a Revocable License to LICENSEE for the operation, maintenance, repair and reconstruction from time to time of the Project but reserves the right to revoke such license in the event of material breach of the terms or conditions of this 2021 Revocable License, or any material breach of any term or condition of any permit issued or required by any governmental agency having jurisdiction over the location or subject matter of the 17th Street Causeway Landing.

8.1 In the event that the License granted herein shall (a) ever conflict with a superior municipal interest of the CITY or public, or (b) at any time the CITY requires the use of the above-mentioned License Area for a superior conflicting

municipal purpose or (c) determines that continuation of the License granted herein is no longer in the best public interest, all as determined by the City Commission, then, in that event, the 2021 Revocable License granted herein shall be terminable at the will of the City Commission upon fifteen (15) days" notice to the LICENSEE .

9. ADA. LICENSEE shall have the continuing obligation of compliance with the Americans with Disabilities Act, as same may be amended from time to time, with respect to the Project. ADA compliance must be achieved relative to the dockage, passenger loading and off-loading and parking of vehicles within the License Area.

10. Condition of License Area. LICENSEE accepts the License Area in "AS IS" condition as of the Effective Date of this 2021 Revocable License. If LICENSEE finds any conditions altered after an initial inspection of the License Area which have a material adverse effect on the Project, LICENSEE shall notify CITY immediately.

11. Compliance with Regulations of Public Bodies. LICENSEE shall, at its sole cost and expense, perform all obligations attendant to this 2021 Revocable License and the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area and the Project in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, Americans With Disabilities Act requirements, environmental requirements and any other regulatory requirements.

12. No Property or Contract Right. LICENSEE expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this 2021 Revocable License to the continued possession, use, operation and maintenance of the Project within the License Area, other than ownership of the Project improvements.

13. Repairs and Maintenance. LICENSEE shall not commit or suffer waste or injury to the License Area, or the use, operation and maintenance of the Project or Project improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times cause the License Area and Project improvements to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area and Project as set forth above. When making such repairs, replacements and maintenance LICENSEE shall comply with all applicable laws, ordinances, codes, regulations and FDOT and CITY Engineering standards then in effect. The License Areas shall be maintained in a neat and orderly appearance at all times. LICENSEE shall supply trash receptacles and, prior to commencement of operations from the 17th Street Causeway Landing submit to the Supervisor of Marine Facilities for review a Maintenance Plan regarding trash removal and specific maintenance of the License Area. When the

Supervisor of Marine Facilities is satisfied that the Maintenance Plan makes reasonable provision for the adequate maintenance and repair of the License Area, he shall approve such Plan. The Plan must be approved prior to the commencement of operations from the 17th Street Causeway Landing.

14. Emergencies. If an emergency situation arises with respect to the License Area where the Project Improvements or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide notice by telephone, facsimile, e-mail or text message to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. LICENSEE's Contact Person shall be an individual who either resides or does business that within the Greater Fort Lauderdale area and is immediately available in the event of emergency. For the purposes of this Paragraph, LICENSEE's Contact Person shall be **William Walker**; local telephone number: (954) 467-6677; cell phone number (617) 7971992; fax number: (954) 728-8417 and e-mail address: **bwalker@watertaxi.com**. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall change such change shall be provided to the CITY's Supervisor of Marine Facilities.

15. Damage to Public Property. In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Project improvements cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY's option, make said repairs or reimburse CITY for the cost of same.

16. Liens Against the License Area. LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY or FDOT in and to the License Area, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of LICENSEE as to the License Area. All Persons contracting with LICENSEE, or furnishing materials, labor or services to LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Agreement. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY or FDOT, so as to confer upon a laborer bestowing labor upon or within the License Area, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's or FDOT's right, title

or interest in and to the License Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the “non-liability” of the CITY and FDOT.

17. Removal. Except as may otherwise be expressly provided herein, LICENSEE shall remove all Project Improvements and any components thereof upon revocation or termination of this 2021 Revocable License and upon demand of CITY or FDOT for removal of Project improvements and LICENSEE shall restore the License Area to the condition(s) that existed prior to installation of any of the Project improvements or improvements within the License Area. Such removal shall be at LICENSEE’s sole cost and expense. In the event LICENSEE fails to remove all or any part of Project improvements contemplated herein within seven (7) days after written demand by the CITY or FDOT to do so, the CITY is hereby authorized to remove such Project improvements and restore License Area to the condition that existed prior to the LICENSEE’s construction or installation of Project improvements, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the obligation of immediately removing any equipment or materials or temporary fencing within the License Area upon termination of this 2021 Revocable License, in the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the reasonable cost thereof from LICENSEE.

18. Requirement for Notice. LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the License Area in which damage to property or injury to a person occurs.

19. Notices.

- (a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this 2021 Revocable License, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided.
- (b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States

mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to: City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

AS TO WATER TAXI: William Walker
413 SW 3rd Avenue
Fort Lauderdale, FL 33315

With Copy to: Mark F. Booth, Esq.
Rogers, Morris & Ziegler LLP
1401 E. Broward Blvd., Suite 300
Fort Lauderdale, FL 33301

- (c) As to activities under Paragraph 14, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 14, Emergencies.

20. Assignment, Pledge, Security Interest. LICENSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer the License or any interest therein or grant any right to the License Area.

21. No Waiver of Sovereign Immunity. Nothing contained in this 2021 Revocable License is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

22. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this 2021 Revocable License. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this 2021 Revocable License and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

23. Non-Discrimination. LICENSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this 2021 Revocable License because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

24. Termination. In the event of emergency, either party may cancel this 2021 Revocable License during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Agreement. Under this Paragraph 24 the City Manager shall have the authority to cancel this 2021 Revocable License.

25. Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

26. Entire License. This 2021 Revocable License incorporates and includes all prior negotiations, correspondence, conversations, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, or understandings concerning the subject matter of this 2021 Revocable License that are not contained in this 2021 Revocable License. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Preparation of 2021 Revocable License. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this 2021 Revocable License has been their joint effort.

28. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this 2021 Revocable License and, therefore, is a material term hereof. Any party's failure to enforce any provision of this 2021 Revocable License shall not be deemed a waiver of such provision or modification of this 2021 Revocable License. A waiver of any breach of a provision of this License shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

29. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LICENSEE expressly waives whatever other privilege to venue it may otherwise have.

30. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

31. Recording. This 2021 Revocable License shall be recorded in the Public Records of Broward County, Florida at LICENSEE's sole cost and expense. LICENSEE shall provide a recorded copy thereof to Jonathan Luscomb, City of Fort Lauderdale Marine Facilities Supervisor upon recording.

32. Amendment and Restatement of 2016 Revocable License. This 2021 Revocable License amends and restates the 2016 Revocable License.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

**CITY OF FORT LAUDERDALE, a
municipal corporation of the State of
Florida**

Dean J. Trantalis, Mayor

[Witness print or type name]

Christopher J. Lagerbloom, ICMA-CM,
City Manager

[Witness print or type name]

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

By: _____
Alain E. Boileau, City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2021, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this ____ day of _____, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

WITNESSES:

**WATER TAXI OF FORT LAUDERDALE,
LLC**, a Florida limited liability company

By _____
William Walker, Manager

[Witness print or type name]

[Witness print or type name]

ATTEST:

(SEAL)

Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by
means of ☐ physical presence or ☐ online, this ____ day of _____, 2021,
by WILLIAM WALKER as Manager, of Water Taxi of Fort Lauderdale LLC, a Florida
limited liability company. They are personally known to me or have produced
_____ as identification and did not take an oath.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____